



**Eastern Costume Company
Uniform Warehouse**
7243 Coldwater Canyon Ave
North Hollywood, CA 91605

**Eastern Costume Company
Civilian Warehouse**
7239 Coldwater Canyon Ave
North Hollywood, CA 91605

Telephone: (818) 982-3611
Email: accounting@easterncostume.com
Website: www.easterncostume.com

PRODUCTION INFORMATION

Show Name: _____

Production Company: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Type of Account: Cash/Check Credit Card PO

Type of Show: Feature TV Commercial Student Film Other _____

CONTACT INFORMATION

****BILLING CONTACT IS REQUIRED****

Production Accountant: _____ Email: _____

Phone: _____

Costume Designer: _____ Email: _____

Phone: _____

Costume Supervisor: _____ Email: _____

Phone: _____

SHIPPING

Shipping Address (if different):

City: _____ State: _____ Zip: _____

FedEx #: _____ UPS #: _____

I hereby certify that all information stated on this form is true and correct and agree to all terms and conditions of rentals and sales contained here and within other published policies of Eastern Costume.

Authorized Signature

Title

Date



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WARDROBE RENTAL POLICY

- New Account Information sheets must be completed, signed, and approved by Eastern Costume's accounting department before any rentals will be written up and released.
- A Certificate of Insurance is required to rent wardrobe and props. Orders under \$2500 do not require a COI but may require a deposit up to 3 times the rental amount. A deposit equal to the insurance deductible or the actual replacement costs may be required for any rental not charged to an in-house account. **Deposits will be refunded by check only.**
- Weekly rentals are to be returned within **10 business days** from the date of rental. All rental items kept past the initial 10-day period will be automatically re-billed at the production rental rate. Production rentals are to be returned within **15 weeks** from the date of rental. All rental items kept past the initial 15-week period will be automatically billed for a second production rental at 5% of the production rental rate per week.
- Approvals are subject to a restocking fee. Certain items, including shoes, accessories, hats and insignia, are not released on approval. No approvals will be released for photo shoots or during holiday weekends.
- Cancelled orders are subject to Costume House Labor and restocking fees.
- No item(s) may be placed on hold before an account has been set up and verified. Rentals may be placed on hold **5 days prior** to the pick-up date and any hold item that is not rented will be subject to costume house labor charges of \$50.00 per hour for restocking. Rentals placed on hold upon return will incur a charge of 5% of the production rental rate per week for each week past the 15-week rental period. All holds are subject to approval by management.
- The renting party acknowledges that it has inspected that items are in good condition and working order. Any undocumented damages must be reported to Eastern Costume within **72 hours** or be subject to damage fees.
- The renting party is responsible for all costs, taxes, levies, tariffs, and other fees assessed for shipping and transportation of items. The renting party may choose to provide their own third-party delivery service to receive and return item(s). If third-party shipping information is not provided, orders will be shipped using Eastern Costume's preferred service provider and subject to a 20% surcharge.
- Wardrobe must be returned dry cleaned and unaltered. Any item(s) not returned clean will be charged a cleaning fee, payable upon return of rentals. Any damage to the wardrobe/props due to items added by the customer (e.g. patches with adhesive backing, Stitch Witchery, etc.) will result in loss/damage replacement fees. Vintage or specialty clothing is required to be cleaned at **La Cienega Cleaners, Milt & Edie's or Pete's Magnolia Cleaners**. Vintage items damaged during the cleaning process will incur a charge equal to the replacement value stated on the rental sheet.
- Returned orders will be checked in within **10 business days of delivery**. An expedited check in may be available and will be subject to a costume house labor charges of \$50.00 per hour.
- A copy of the rental sheet matching the item(s) must be attached to your return(s). Any item(s) not appropriately marked with a sheet and line number will be subject to costume house charge of \$50.00 per order.
- Eastern Costume reserves the right to charge the customer/company the replacement value listed on the rental sheet. We reserve the right to accept or decline any replacement items in exchange for the lost or damaged property. Tailor shop labor, shopping and material costs on made-to-order or specialty items will be charged to duplicate any item. In case of theft or damage of the rental property, the customer must notify Eastern Costume within **24 hours**.

I hereby certify that I have reviewed the information stated on this form and agree to all terms and conditions of rentals and sales contained here and within other published policies of Eastern Costume.

Authorized Signature

Name and Title

Date



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DISCLAIMER; LIMITATION OF LIABILITY

Warranty Disclaimer. EASTERN COSTUME DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY, GUARANTY OR ASSURANCE OF ANY KIND OR NATURE, WRITTEN OR ORAL, RELATING TO THE PRODUCTS, INCLUDING ANY REPRESENTATION, WARRANTY, GUARANTY OR ASSURANCE OF OR AS TO MERCHANTABILITY, FUNCTIONALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION, WARRANTY, GUARANTY OR ASSURANCE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, AND EASTERN COSTUME HEREBY EXPRESSLY DISCLAIMS ALL SUCH OTHER REPRESENTATIONS, WARRANTIES, GUARANTIES AND/OR ASSURANCES.

Disclaimer of Liability; Limitation on Liability.

Disclaimer of Liability. EASTERN COSTUME ASSUMES NO LIABILITY WHATSOEVER FOR ANY: (A) HARM TO PERSONS OR PROPERTY RESULTING FROM ANY CAUSE OTHER THAN EASTERN COSTUME'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) DAMAGE TO, OR LOSS RELATING TO, RENTING PARTY'S BUSINESS RESULTING FROM ANY CAUSE WHATSOEVER, OR (C) LOST PROFITS, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

Limitation of Liability. Renting Party acknowledges that Eastern Costume has set its prices and entered into this Agreement in reliance on the disclaimer and limitation of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties to this Agreement. As a result, except for liability arising from Eastern Costume's gross negligence or willful misconduct, the maximum liability of Eastern Costume to Renting Party arising out of or in connection with this Agreement shall be limited to the total amount paid by Renting Party to Eastern Costume hereunder.

Survival. The parties to this Agreement agree that the disclaimer and limitation of liability and the disclaimers of warranties and damages set forth in this Section shall survive any termination of this Agreement and remain in effect indefinitely thereafter, and shall apply even if found to have failed of their essential purposes.

ATTORNEYS' FEES

If either party to this Agreement commences an action (including arbitration) against the other party to this Agreement to interpret or enforce any of the terms of this Agreement, or because of the other party's breach of any provision set forth in this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses, court costs and other costs of action incurred in connection with the prosecution or defense of such action. In addition to the foregoing award of attorneys' fees, the prevailing party shall be entitled to such party's reasonable attorneys' fees incurred in any post judgment proceeding to enforce any judgment in connection with this Agreement. This paragraph is separate and several and shall survive the merger of this paragraph into any judgment.

Company Name: _____

Authorized Signature

Print Name and Title

Date



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OPEN ACCOUNT AGREEMENT – FOR PURCHASE ORDER ACCOUNTS ONLY

Eastern Costume will grant open accounts to customers once a credit application has been completed and company ratings are approved. For companies that are formed for a single production, open account status is not always available unless the parent company has an existing account and will guarantee payment in writing.

In order to open a PO account, please provide the following with your New Account Application:

- Company Information and References
- Certificate of Insurance
- Rating Inquiry on Entertainment Account
- Industry References

PRICE LIST

Tailor Labor.....\$55 / hour	In-House Costumer.....\$50 / hour	Research.....\$60/ hour
Alteration.....\$55 / hour	In-House Costumer Overtime.....\$75 / hour (over 8 hours at 1.5 x hourly rate)	Costume House Late/Early Open.....\$125 / hour
Made-to-Order.....As Quoted	Same Day Pick Up Labor.....\$75 / hour	Weekend Opening.....\$1480 / day (includes one in-house costumer for 8 hours)

QUOTES

Quotes are valid for **30 days**. In the event of any changes within the order, the quote may be voided. Prices are subject to change at any time without further notice and may vary between styles, fabrics and periods. Costume house labor, shipping and any other third-party fees are not included in quotes.

SALES

Purchases and made-to-order items are billed through our subsidiary, **Wardrobe Supply**, and invoiced separately. Costume House Labor and Tailor Shop Labor are billed through Eastern Costume. Tailor labor charges are determined by and billed at the sole discretion of the Tailor Shop.

LOSS AND DAMAGE

In the event items are lost or damaged upon return, Eastern Costume reserves the right to charge the replacement value listed on the rental sheet. If the items are returned within 10 days after the loss/damage fee has been charged, we will credit the loss charges and bill the outstanding rental fee. Tailor shop labor, shopping and material cost on made-to-order or specialty items will be charged to duplicate any item.

BILLING

Once a draft bill has gone out, the renting party has **72 hours** (excluding weekends) to request changes and provide a PO. After 72 hours, the draft will be confirmed into a final invoice and no further changes will be permitted. Invoices are **due upon receipt**. After 30 days, the account will be subject to a credit hold. **After 60 days, invoices will be subject a 3% late fee**. Invoices from Eastern Costume and Wardrobe Supply must be paid separately.

Company Name: _____

Authorized Signature

Print Name and Title

Date